

RECORDATION NO. 19264 FILED 1425

BILL OF SALE

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INTERSTATE COMMERCE COMMISSION

KNOW ALL PEOPLE BY THESE PRESENTS: that NORRAIL, INC., a Minnesota corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration more fully described in that certain Purchase and Sale Agreement, dated January 24, 1995 (the "Purchase Agreement"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to FBS BUSINESS FINANCE CORPORATION, a Delaware corporation (the "Purchaser"), the following described goods, chattels, and intangible personal property (together the "Assets"):

All of Seller's right, title, and interest in certain items of railroad equipment described in Exhibit A hereto (the "Equipment") which has been leased to TENN LUTTRELL COMPANY pursuant to the terms of that certain Master Lease Agreement dated January 13, 1995 (the "Lease"), together with all of Seller's right, title, and interest in the Lease and related Contract Rights and Accounts (as defined in the Purchase Agreement).

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Assets; (ii) that the Assets are free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Assets to Purchaser; (iv) that the within sale and transfer of the Assets to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Assets are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Assets or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Assets or any item or part thereof, except as so subject.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 24th
day of January, 1995.

NORRAIL, INC.

By

Russell J. Adams

Its

Vice President Sales

EXHIBIT A

LIST OF EQUIPMENT

Equipment Location 457 Clinch Valley Road, Luttrell, TN 37779-9414

Vendor NorRail, Inc., 308 12th Avenue South, Buffalo, MN 55313

EQUIPMENT DESCRIPTION

QUANTITY DESCRIPTION

6 PRESSURE DIFFERENTIAL COVERED HOPPER CARS, 3900 CU. FT. CAPACITY

NRLX 99562

NRLX 99564

NRLX 99604

NRLX 99617

NRLX 99620

NRLX 99622

NorRail's Acknowledgement

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

On this 24th day of January, 1995 before me, personally appeared Russell S. Adams (name of signor), to me personally known, who being by me duly sworn, says that (s)he is the V.P. - Sales (title of office) of NorRail, Inc., a Minnesota corporation, that the seal affixed to the foregoing Bill of Sale is the corporate seal of said corporation (or if no seal is affixed, that the corporation has no seal), that said Bill of Sale was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledges that the execution of the foregoing Bill of Sale was the free act and deed of said corporation.



(Notary Public's seal)

Joann M. Pelinka
Notary Public

My Commission Expires: 1/31/00